

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

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San Francisco *P.O. Box 420603*
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TRAVEL & SUBSISTENCE PROVISION

FOR

METAL ROOFING SYSTEMS INSTALLER

IN

MONTEREY COUNTY

166-104-10

STANDARD FORM OF UNION AGREEMENT

AND

ADDENDA THERETO

BETWEEN

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 104

AND

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES
OF THE MONTEREY BAY AREA SHEET METAL
CONTRACTORS' ASSOCIATION, INC.

EFFECTIVE JULY 1, 2006 THROUGH JUNE 30, 2010



RECEIVED
Department of Industrial Relations

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Div. of Labor Statistics & Research
Chief's Office

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 104

2610 CROW CANYON ROAD, SUITE 300
SAN RAMON, CA 94583
925 314 8600

SECTION C. The first shift shall be considered the day shift which starts at 7:00 a.m. The second shift shall start immediately following the first shift. The third shift shall start immediately following the second shift.

SECTION D. First Shift: The first shift shall be eight (8) hours work with 8 hours pay Monday through Friday and eight (8) hours work with 8 hours pay. The work week shall end on Friday at 3:30 p.m.

Second Shift: The second shift shall be seven and one-half (7 ½) hours work with eight (8) hours pay, plus 10% of the Class II gross taxable hourly wage rate.

Third Shift: The third shift shall be seven (7) hours work with eight (8) hours pay, plus 15% of the Class II gross taxable hourly wage rate.

SECTION E. Forepersons shall receive the appropriate shift percentage differential, in addition to their foreperson percentage premium.

SECTION F. Employees shall have an eight (8) hour rest period when changing shifts.

SECTION G. The Local Union office and the shop or job steward shall be notified when shift work is practiced.

SECTION H. All shift work over the regular hours worked will be paid at the overtime rate of pay Monday through Friday.

SECTION I. Upon request of the Employer the Union shall authorize a special shift for Energy Conservation and Retrofit work to be performed outside the regular workday in occupied buildings, if specified by the customer who must continue to operate his business in the normal manner. Two (2) Day Special Shift: Shall consist of no less than two (2) consecutive days (Monday-Friday) with eight (8) hours work for eight (8) hours pay PLUS 15% above the gross taxable Class II hourly rate. Employees shall have an eight (8) hour rest period when changing shifts (any work performed within the eight (8) hour rest period shall be paid at the appropriate overtime rate). The Special Shift shall begin no earlier than 12:01 a.m. Monday and shall end no later than midnight Friday. The employer shall notify the Union prior to starting shift work.

ITEM 10. TRAVEL, MILEAGE, ZONE AND SUBSISTENCE

SECTION A. The established zones are as follows:

Zone 1 – Includes all of San Francisco County. Dispatch and mileage point is 1939 Market Street, San Francisco.

Zone 2 – Includes all of San Mateo County. Dispatch point is 858 Hinckley Road, Burlingame and mileage point is 703 B Street, San Mateo.

Zone 3 – Includes all of Alameda and Contra Costa Counties. Dispatch and mileage point is 1720 Marina Blvd., San Leandro and mileage point is Oakland City Hall, Oakland.

Zone 4 – Includes all of Napa and Solano Counties. Dispatch and mileage point is 401 Nebraska Street, Vallejo.

Zone 5 – Includes all of Lake, Marin, Mendocino, and Sonoma Counties. Dispatch point is 610 E. Washington Street, Street C, Petaluma and mileage point is 1700 Corby Avenue, Santa Rosa.

Zone 6 – Includes all of Del Norte, Humboldt and Trinity Counties. Dispatch and mileage point is 9th and "E" Streets, Eureka.

Zone 7 – Includes all of Santa Clara County. Dispatch point is 2350 Lundy Place, San Jose and mileage point is 1st and Santa Clara Streets, San Jose.

Zone 8 – Includes all of Monterey, San Benito and Santa Cruz Counties. Dispatch point is 11060 Commercial Parkway, Castroville and mileage point is Market and Main Streets, Salinas for Monterey County; 5th and San Benito Streets, Hollister for San Benito County; and the Santa Cruz County Courthouse for Santa Cruz County.

SECTION B. Each employer signatory with SMWIA Local Union No. 104 to the SFUA and the various addenda thereto shall have free zone around the address of said employers shop which shall extend into any zone as established in paragraph "A" above. The zone shall extend thirty (30) air miles radius from the employers shop.

SECTION C. A signatory employer when working in a zone as per Paragraph "A" outside the zone in which the employer's shop is located may request sheet metal workers from the dispatch point established for that zone and for sheet metal workers so hired there shall be a free zone extending in a thirty (30) air mile radius from that zone's mileage point.

SECTION D. Employers not signatory to an Agreement with SMWIA Local 104 must employ from and utilize the dispatch point of the zone in which the job is located.

SECTION E. When transportation is furnished by the employee, the following shall apply:

1. Employees not furnished company transportation and traveling before the regular starting time and/or after the regular quitting time shall be paid eighty-five (\$.85) for each air mile traveled beyond the free zone.
2. Employees not furnished company transportation during working hours and required to report from shop to job, job to shop or job to job shall be paid forty-five cents (\$.45) per air mile traveled and forty-five cents (\$.45) per mile for each passenger if the driver is requested by the employer to transport said passenger.

SECTION F. When transportation is furnished by the employer, the following shall apply:

1. An employee provided a company truck on a continuous basis and traveling before the regular starting time and/or

after the regular quitting time shall be paid forty cents (\$.40) for each air mile traveled beyond a 40 forty mile free zone for the purpose of computing travel time.

2. The Employer shall furnish, when possible, all transportation, but in no instance will an employee covered by this Agreement be required to travel in other than the factory-built passenger section of any vehicle. Exception to this requirement must be approved by the Union.

SECTION G. If an employee is required to report to the shop before starting for the jobsite and this is before the regular starting time, the thirty (30) air mile free zone shall not apply and the employee shall be compensated for all air miles traveled as stated in Paragraphs E-1 and F-1.

SECTION H. If an employee is required to report back to the shop after the regular quitting time, the thirty (30) air mile free zone shall not apply and the employee shall be compensated for all air miles traveled, as stated in Paragraphs E-1 and F-1.

SECTION I. There will be a five (5) air-mile-free zone from the employee's home if the employee reports directly to the jobsite.

SECTION J. Bridge Tolls: The employer agrees to reimburse the employee for bridge tolls incurred upon presentation of receipt for such tolls.

SECTION K. When driving a loaded company truck before starting time and after regular quitting time, it shall be considered work and will be paid for at one and one-half (1-1/2) times the regular wage rate. Service trucks carrying service material shall be considered as not loaded. In all other instances only saleable equipment and materials shall constitute a load. In those instances where it is a convenience for a member of Local 104 driving a company pick-up truck from home to job, or from job to home, the business representative of said Local 104 will use discretion in enforcement.

SECTION L. WAGE ZONE RATES [Monterey/San Benito Counties]: Wage Zone Rates 2 and 3 shall become free zones in addition to Zone 1. For those employees dispatched directly to job sites located in the wage zones, the following rates shall be added to the Zone 1 wage scale:

(a) Radiating from the mileage points in Monterey and San Benito Counties:

Zone 1	Under 10 miles	Free
Zone 2	10 miles & under 15 miles	Free
Zone 3	15 miles & under 20 miles	Free
Zone 4	20 miles & under 25 miles	\$1.41 per hr.
Zone 5	25 miles & under 30 miles	\$1.72 per hr.
Zone 6	30 miles & under 35 miles	\$2.03 per hr.
Zone 7	35 miles & under 40 miles	\$2.34 per hr.
Zone 8	40 miles and beyond;	substance Zone,
	described in Item 10 - Section M.	

SECTION M. SUBSISTENCE:

1. On a job requiring employees to remain away from home overnight, subsistence of not less than \$80.00 per day shall be

paid, or reasonable expenses if higher, for seven (7) days per week.

2. If an employee is requested to report to a subsistence job during working hours Monday and return to the home shop on Friday, he shall report to his home shop or dispatch point not later than quitting time Friday and subsistence shall be paid for only four (4) days. When subsistence area job is one day duration only, and employees are provided transportation and/or travel expense, they shall not also receive subsistence.

3. Any employee working on a subsistence job within the jurisdiction of any other local union affiliated with Sheet Metal Workers' International Association, whose subsistence rate is higher than the subsistence rate specified in this Agreement, shall receive the higher subsistence rate.

4. Travel time to and from a subsistence job for which the Employer furnished transportation shall be paid at the straight time rate and in addition, the employee shall be reimbursed for all bridge tolls and emergency expenses incurred en route.

5. Employees furnishing their own transportation to a subsistence job shall receive a transportation allowance as provided in Item 10 - Sections B & C, of this Addenda and, in addition thereto, shall be paid at the straight time rate for all travel time to and from such subsistence job and shall be reimbursed for all bridge tolls and emergency expenses incurred en route.

6. The foregoing shall also apply to all journey person sheet metal workers who are not members of Local Union 104, but who are working within the jurisdiction covered by this Agreement.

7. When an employee is living in the vicinity of the subsistence area jobsite and is unable to work because of illness, injury or inclement weather, he shall be paid subsistence for the days he is unable to work. This provision shall not apply for more than two (2) consecutive days due to illness or injury. Illness or injury must be verified by a doctor's certificate.

ITEM 11. PARKING

SECTION A. The Employer agrees to reimburse the employee for reasonable parking fees incurred, upon presentation of receipt, and the Union agrees that employees will accept and utilize, in lieu thereof, any reasonable parking facility provided by the Employer, at or within one quarter (1/4) mile of the shop or jobsite.

SECTION B. In lieu of paid parking, the employee has the option to use public transportation and the Employer will reimburse the employee for such cost, not to exceed the cost of parking.

SECTION C. On projects that require offsite designated parking, the employee will travel in on their time and travel out on the Employer's time. If parking is more than one quarter (1/4) mile from the job or shop, shuttle transportation will be provided by the Employer.

SECTION D. If any employee of the company receives a more favorable condition of this Item 11, Parking, such condition will apply to all employees covered by this Agreement.

ITEM 12. ACCESS CLAUSE